

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

F.1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)

- (a) The Contracting Officer (CO) may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the CO shall either --
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The CO shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage provided that, if the CO decides the facts justify the action, the CO may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the CO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) All contractor and Department of Energy (DOE) employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the site workers, or the public. The employee shall immediately notify the CO when work is stopped pursuant to this paragraph.
- (b) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.
- (c) A negative impact on the environment, safety or health of site workers or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.
- (d) As stated in the Section I, DEAR 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution," the CO may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the contractor shall insert a clause, modified appropriately to substitute "contractor representatives" for "the CO" in all subcontracts containing the 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution" clause.

F.3 TERM OF THE CONTRACT

- (a) The term of this contract is from the effective date of contract award through September 30, 2012, which is the target date for completion of the work consistent with clause B.3, Total Contract Target Cost, Fee, and Completion Date.
- (b) The transition period will be from the effective date of contract award to the date that the contractor assumes full responsibility for the Statement of Work (defined as "takeover" date of May 1, 2005).

F.4 TRANSITION ACTIVITIES

- (a) During the period of the transition, specified in clause F.3 entitled “Term of the Contract,” the contractor shall perform those activities necessary to be prepared to assume responsibility for the contract work on May 1, 2005. The contractor shall coordinate its activities with DOE and the incumbent contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort. The scope of activities that are to be performed shall be subject to DOE approval.
- (b) The contractor shall utilize any government furnished facilities and equipment that are available in order to minimize costs. The contractor may, subject to agreement with the incumbent contractor, utilize incumbent contractor personnel on a loaned basis or arrange for early transition of employees to the contractor as appropriate. In addition, the contractor may utilize the services of subcontractors of the incumbent contractor with agreement from the incumbent contractor.

F.5. TRANSITION PLAN

- (a) The contractor shall provide a Transition Plan (limit of 20 pages) to the CO within 10 days after contract award detailing its approach to accomplishing contract transition and any other activities the contractor proposes to accomplish during the transition period. The plan shall include a schedule for transition period activities. Transition activities shall be conducted consistent with the transition plan as approved by the CO.
- (b) The Transition Plan shall describe how the contractor will interface with the Idaho National Laboratory (INL) contractor and other organizations and entities conducting business at the INL. At a minimum, the contractor shall include an approach for:
 - (1) Communicating with DOE, the incumbent contractor, and other INL contractors, organizations or entities
 - (2) Identifying key transition issues and milestones
 - (3) Resolving disputes and barriers to a smooth transition
 - (4) Minimizing impacts on continuity of operations
 - (5) Identifying and prioritizing issues that will require immediate attention after transition is complete
 - (6) Assessing resource needs, interviewing incumbent contractor workers and other candidates for job openings, and hiring

- (7) Negotiating arrangements for office space and equipment in existing Idaho Falls leased facilities with the INL contractor, if necessary
- (8) Developing a formal interface agreement with the INL contractor describing how mandatory and other site services will be managed.

F.6 DELIVERIES

All products, reports, and deliverables under this contract shall be delivered to the CO, or duly authorized representative of the CO, as designated in writing by the CO.

F.7 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be within the boundaries of the INL site in the vicinity of Idaho Falls, Idaho.

F.8 OPTION TO ADD EM ICP WORK SCOPE

The Government reserves the right to add EM ICP work scope. The contractor shall enter into good faith negotiations with the Government to accomplish such additional work as described in Section B.4(d).

F.9 RECOVERY ACT

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The period of performance for the Recovery Act work specified in Section C shall be for the period of performance beginning April 15, 2009 through September 30, 2011.